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15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 OAKLAND DIVISION  
18

19 J. CARLOS FERGUSON,  
20 Plaintiff,  
21 v.  
22 ROCKWELL HOPP; DOES 1 through 10,  
inclusive,  
23 Defendants.

**No. C 06-01619 WDB**

**STIPULATION AND [PROPOSED]  
ORDER RE: CONDITIONAL  
DISMISSAL OF ACTION**

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24 The parties to this action hereby stipulate that a settlement has been reached in the above-  
25 captioned action. As part of this settlement, a Consent Decree has been filed with the Court.  
26 The executed Settlement Agreement And Release, with appendices, is attached as Exhibit A  
27 (“Settlement Agreement”).  
28

1           1. As described in Paragraph 12 of the Settlement Agreement, the Court shall retain  
2 jurisdiction over this action until full payment is made by Defendant pursuant to Paragraph 2 of  
3 the Settlement Agreement;

4           2. Within 30 days after Defendant makes full payment pursuant to Paragraph 2 of  
5 the Settlement Agreement, Plaintiff shall file a stipulation dismissing this action substantially in  
6 the form attached as Exhibit B;

7           3. Pursuant to Paragraph 4 of the Settlement Agreement, the Court shall retain  
8 custody of the painting at issue in this action (“Painting B”). At the time of entry of the  
9 Dismissal Order, the Court shall release Painting B, and the canvas strip from Painting B that  
10 was received by the Court on July 19, 2007, to Plaintiff’s counsel. At that time, pursuant to the  
11 terms of Paragraph 4 of the Settlement Agreement, Painting B and the canvas strip shall be  
12 destroyed;

13           4. At all times, the Court shall retain jurisdiction to enforce the terms of the Consent  
14 Decree, filed in this action;

15           5. Pursuant to Paragraph 11 of the Settlement Agreement, if payment is not made by  
16 Defendant for any reason whatsoever on or before either of the time periods specified in  
17 Paragraph 2 of the Settlement Agreement, an executed Stipulation for Entry of Judgment  
18 substantially in the form attached as Exhibit C may be presented to the Court and shall serve as a  
19 legal and binding agreement that judgment be entered against Defendant, and Defendant shall  
20 pay the entire amount specified Paragraph 2 of the Settlement Agreement, costs and attorneys  
21 fees related to the filing of the executed Stipulation for Entry of Judgment, and any additional  
22 amounts allowed pursuant to the Stipulation for Entry of Judgment.

1 DATED: January 10, 2008

BINGHAM McCUTCHEN LLP

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3  
4 By: \_\_\_\_\_ /s/  
5 Aaron Schur  
6 Attorneys for Plaintiff J. Carlos Ferguson

7 ELLIS, COLEMAN, LA VOIE & STEINHEIMER, LLP

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9 By: \_\_\_\_\_ /s/  
10 Andrew Steinheimer  
11 Attorneys for Defendant Rockwell Hopp

12  
13 I hereby attest that I obtained concurrence in the filing of this document from each of the  
14 other signatories on this e-filed document.


15 DATED: January 10, 2007

BINGHAM McCUTCHEN LLP

16  
17 By: \_\_\_\_\_ /s/  
18 Aaron Schur  
19 Attorneys for Plaintiff J. Carlos Ferguson

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21 IT IS SO ORDERED:

22 DATED: 1/11/2008

23  
24   
25 \_\_\_\_\_  
26 United States District Court Judge  
27 Magistrate  
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